## IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

RTW GOODS, LLC DBA BEARCREEK | S | IMPORTS, LLC, | S | S |
Plaintiff, | S | CIVIL ACTION NO: 3:24-ev-03272-BT |
HARINDER SIDHOO AND RUBY | S | S |
SIDHOO., | S | S |
Defendants. | S |
V. | S | S |
JOHN BLACKROCK AND JONATHAN | S |
ELDER | S | S |
Third Party Defendants | S |

## **AGREED JUDGMENT**

Came on to be heard this cause between Plaintiff RTW Goods, LLC d/b/a Bearcreek Imports, LLC ("Plaintiff") and Third Party Defendants John Blackrock and Jon Elder on the one hand and Defendants Harinder Sidhoo and Ruby Sidhoo (collectively "Defendants"). The parties have consented to the entry of this Agreed Judgment. This Court holds it has jurisdiction over the parties and subject matter.

After finding all prerequisites of law were fulfilled, the cause has been submitted to the Court. The Court has considered the pleadings, and is of the opinion and finds as follows:

- 1. Plaintiff's claim against Defendants is liquidated.
- 2. Plaintiff is the owner and holder of claim against Defendants Harinder Sidhoo and Ruby Sidhoo (the "Claim") by virtue of that certain Personal Guaranty dated August 13, 2019 guarantying the payment of that certain Secured Promissory Note and Security Agreement dated August 13, 2019 by and between Plaintiff and Aarjay Products, LLC.
- 3. Aarjay Products, LLC is in default of its obligations under Secured Promissory Note and Security Agreement giving rise to Defendants' obligations under the Personal Guaranty.

4. Plaintiff is entitled to judgment against Defendants, jointly and severally, in the sum of \$403,000.00 and that all relief requested by Defendants against Third Party Defendants John Blackrock and Jonathan Elder is hereby denied.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that RTW Goods, LLC d/b/a Bearcreek Imports, LLC have and recover of and from Defendants Harinder Sidhoo and Ruby Sidhoo, jointly and severally, \$403,000.00 plus post judgment interest at the rate of 3% *per annum* from the date of judgment until the Judgment is paid in full, for which let execution issue;

It is further **ORDERED**, **ADJUDGED**, **AND DECREED** that Defendants Harinder Sidhoo and Ruby Sidhoo, hereby waive any rights to file a motion for new trial in connection with this Judgment against them and waive all rights to appeal, contest, dispute, oppose, or collaterally attack this Judgment.

It is further **ORDERED**, **ADJUDGED**, **AND DECREED** that Plaintiff RTW Goods, LLC d/b/a Bearcreek Imports, LLC have and recover final judgment against Defendants Harinder Sidhoo and Ruby Sidhoo, in the event Defendants Harinder Sidhoo and Ruby Sidhoo, challenge the Judgment, despite the waivers stated herein, for additional reasonable attorneys' fees following amounts under the following conditions: \$25,000.00 in the event a motion for new trial, or other post-judgment pleadings or briefs are filed with the trial court, and the Judgment is upheld; \$50,000.00 in the event of an unsuccessful appeal to the Fifth Circuit Court of Appeals; an additional \$50,000.00 in the event a petition for review is filed with the United States Supreme Court and denied; and an additional \$50,000.00 in the event the petition for review is granted by the United States Supreme Court, or briefs on the merits are requested, and the Judgment is upheld, for which let execution issue

It is further **ORDERED**, **ADJUDGED**, **AND DECREED** that Defendants Harinder Sidhoo and Ruby Sidhoo. take nothing against Plaintiff RTW Goods, LLC d/b/a Bearcreek Imports, LLC on its claims and counterclaims asserted herein, and that Defendants Harinder Sidhoo's and Ruby Sidhoo's claims and counterclaims asserted herein and its claims and counterclaims that could have been asserted against Plaintiff RTW Goods, LLC d/b/a Bearcreek Imports, LLC are hereby dismissed with prejudice.

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It is further **ORDERED**, **ADJUDGED**, **AND DECREED** that Defendants Harinder Sidhoo and Ruby Sidhoo. take nothing against Third Party Defendants John Blackrock and Jonathan Elder on its claims and third party claims asserted herein, and that Defendants Harinder Sidhoo's and Ruby Sidhoo's claims and third party claims asserted herein and its claims and third party claims that could have been asserted against Third Party Defendants John Blackrock and Jonathan Elder are hereby dismissed with prejudice.

IT IS FURTHER ORDERED that the judgment herein rendered shall bear interest at the rate of 3% from the date of this Judgment, until paid.

All costs of court expended or incurred in this cause are adjudged against Defendants Harinder Sidhoo and Ruby Sidhoo, jointly and severally. All other Writs and Processes for the enforcement and the collection of this judgment or the costs of court may issue as necessary. All other relief not expressly granted is denied.

SIGNED August 7, 2025.

REBECCA RUTHERFORD

UNITED STATES MAGISTRATE JUDGE

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## APPROVED AS TO FORM AND SUBSTANCE

**COWLES & THOMPSON** A PROFESSIONAL CORPORATION

William L. Siegel

ATTORNEYS FOR PLAINTIFF RTW GOODS, LLC D/B/A BEARCREEK IMPORTS, LLC

JETER MELDER, LLP

by: \_\_fustin L feter

ATTORNEYS FOR DEFENDANT HARINDER SIDHOO AND RUBY SIDHOO